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To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

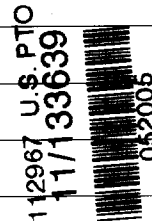
Robert E. Smith III

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: National Coupling Company, Inc.

Address: 1316 Staffordshire Road



3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date: May 20, 2005

City: Stafford State/Prov.: Texas

Country: USA ZIP: 77477

Additional name(s) & address(es) Yes No

4. Application number(s) or patent numbers(s):

If this document is being filed together with a new application, the execution date of the application is: May 20, 2005

Patent Application No.	Filing date	B. Patent No.(s)
05/25/2005 BTOM11 00000131 501922 11133639		
01 FC:8021 40.00 BA		

Additional numbers Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Christopher D. Keirs

Registration No. 32,248

Address: Wong, Cabello, Lutsch,

Rutherford & Brucculeri, LLP

20333 State Highway 249, Suite 600

City: Houston State/Prov.: Texas

Country: USA ZIP: 77070

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41):.....\$ 40.00

Enclosed - Any excess or insufficiency should be credited or debited to deposit account

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8. Deposit account number:

501922

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Christopher D. Keirs
Name of Person Signing

Signature

May 20, 2005
Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:
Mail Stop Assignment Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450, Alexandria, VA 22313-1450

Attorney Docket No.: 221-0080US

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, the person(s) named below (referred to as "INVENTOR" whether singular or plural) has sold, assigned, and transferred and does hereby sell, assign, and transfer to National Coupling Company, Inc., a Texas corporation, having a place of business at 1316 Staffordshire Road, Stafford, Texas 77477 ("ASSIGNEE"), for itself and its successors, transferees, and assignees, the following:

The entire worldwide right, title, and interest in all inventions and improvements ("SUBJECT MATTER") that are disclosed in the application for United States Letters Patent entitled:

UNDERSEA CONDUIT COUPLING WITH PASSAGEWAY GATE

("APPLICATION"), which:

- is to be filed herewith
- was filed on _____, now bearing U.S. Serial Number _____ and for which a Declaration was executed by INVENTOR on the date(s) below; and

The entire worldwide right, title, and interest in and to (a) the APPLICATION, including any right of priority; (b) any divisional, continuation, substitute, renewal, reissue, and other related applications thereto which have been or may be filed in the United States or elsewhere in the world; and (c) patents which may be granted on the applications set forth in (a) and (b) above.

INVENTOR agrees that ASSIGNEE may apply for and receive patents for SUBJECT MATTER in ASSIGNEE's own name.

INVENTOR agrees to do the following, when requested, and without further consideration, in order to carry out the intent of this Assignment: (1) execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to ASSIGNEE the rights, titles, and interests herein conveyed; (2) communicate to ASSIGNEE all known facts relating to the SUBJECT MATTER; and (3) generally do all lawful acts that ASSIGNEE shall consider desirable for securing, maintaining, and enforcing worldwide patent protection relating to the SUBJECT MATTER and for vesting in ASSIGNEE the rights, titles, and interests herein conveyed. INVENTOR further agrees to provide any successor, assign, or legal representative of ASSIGNEE with the benefits and assistance provided to ASSIGNEE hereunder.

INVENTOR represents that INVENTOR has the rights, titles, and interests to convey as set forth herein, and covenants with ASSIGNEE that the INVENTOR has made or will make hereafter no assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed.

Attorney Docket No.: 221-0080US

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

Executed this 20 day of MAY, 2005.



Robert E. Smith III